

CITY of NOVI CITY COUNCIL

Agenda Item C January 11, 2016

SUBJECT: Approval of the final payment to Florence Cement Company for the Beck Road Mid-Block Crossing project in the amount of \$17,018.89, plus interest earned on retainage.

SUBMITTING DEPARTMENT: Department of Public Services, Engineering Division BC



CITY MANAGER APPROVAL:

EXPENDITURE REQUIRED	\$ 17,018.89	
AMOUNT BUDGETED	\$ 310,568.00	
LINE ITEM NUMBER	204-204.00-974.437	

BACKGROUND INFORMATION:

This project rehabilitated the section of Beck Road between Sunnybrook Drive and White Pines Drive and constructed a mid-block crossing of Beck Road, north of Cheltenham Drive as recommended by the City of Novi Non-Motorized Master Plan 2011. A refuge island was constructed between the northbound and southbound lanes of Beck Road to allow pedestrians to cross one direction of traffic at a time. Streetlighting and sidewalks connecting the crosswalk to the existing pathway network were also constructed with the project.

The construction contract was awarded for this project at the May 18, 2015 City Council meeting to Florence Cement Company in the amount of \$249,980.

Engineering staff worked with the engineering consultant for this project, Spalding DeDecker, to review and verify the final contract payment amount of \$17,018.89 that is due the contractor (Final Pay Estimate, attached). The City Attorney reviewed the documentation and found it to be in an acceptable form (Beth Saarela's December 21, 2015 letter, attached).

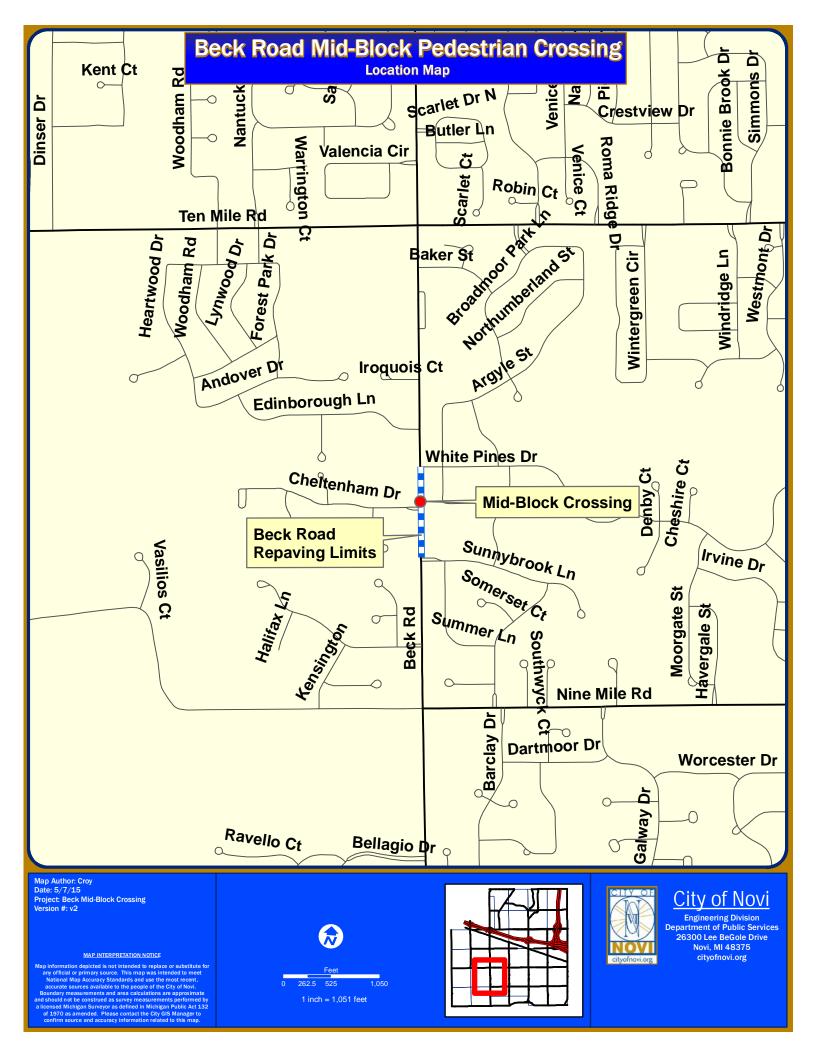
There were five approved change orders issued for this project resulting in a net increase \$58,398 to the construction contract or 23% over the awarded amount. The majority of the increase was for temporary paving to maintain two-way traffic during the bulk of the project to limit motorist delays. The approved change orders resulted in a final contract price of \$308,377.73.

RECOMMENDED ACTION: Approval of the final payment to Florence Cement Company for the Beck Road Mid-Block Crossing project in the amount of \$17,018.89, plus interest earned on retainage.

	1	2	Υ	Ν
Mayor Gatt				
Mayor Pro Tem Staudt				
Council Member Burke				
Council Member Casey				

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Council Member Markham				
Council Member Mutch				
Council Member Wrobel				







JOHNSON ROSATI SCHULTZ JOPPICH PC

27555 Executive Drive Suite 250 ~ Farmington Hills, Michigan 48331 Phone: 248.489.4100 | Fax: 248.489.1726

Elizabeth Kudla Saarela esaarela@jrsjlaw.com

www.jrsjlaw.com

December 21, 2015

Aaron Staup, Engineering Coordinator CITY OF NOVI Department of Public Services Field Services Complex 26300 Lee BeGole Drive Novi, MI 48375

> Re: Beck Road Midblock Crossing – Florence Cement Company Closing Documents

Dear Mr. Staup:

We have received and reviewed closing documents for the Beck Road Midblock Crossing Project:

- 1. Application for Final Payment
- 2. Contractor's Sworn Statement
- 3. Consent of Surety
- 4. Waivers of Lien
- 5. Increased Maintenance and Guarantee Bond

Subject to approval of the Application for Final Payment by appropriate City staff, the closing documents appear to be in order. Florence Cement should provide its Waiver of Lien to the City prior to or at the time of receipt of the final payment on the project.

Please feel free to contact me with any questions or concerns in regard to this matter.

Very truly/yours,

JØHMSON, ROSATI, SCHULTZ & JOPPICH, P.C.

Elizabeth Kudla Saarela

Aaron Staup, Construction Engineering Coordinator December 21, 2015 Page 2

EKS

Enclosures

C: Maryanne Cornelius, Clerk (w/Enclosures)

Rob Hayes, Public Services Director (w/Enclosures)

Carl Johnson, Finance Director/Chief Financial Officer (w/Enclosures)

Brian Coburn, Engineering Manager (w/Enclosures)
Ghassan K. Dhaoui, Spalding DeDecker (w/Enclosures)

Thomas R. Schultz, Esquire (w/Enclosures)



Balance Due This Payment = \$ 17,018.89

PURCHASE ORDER NO. 94502

26300 Lee BeGole Dr. Novi, Michigan 48375 Tel: (248) 347-0454 Fax: (248) 735-5659

Beck Road Mid-Block Crossing NOVI PROJECT NO.: 15-5005

PROJECT:

PAYMENT NO.:

FINAL

OWNER:

City of Novi 45175 W. Ten Mile Road Novi, Michigan 48375

ENGINEER:

Spalding DeDecker & Associates 905 South Boulevard East Rochester, Michigan 48037

CONTRACTOR:

Florence Cement Company 12585 23 Mile Road Shelby Twp., Michigan 48315 (586) 997-2666

(248) 844-5400 FINAL COMPLETION DATES

DATES OF ESTIMATE

CONTRACT AMOUNT ORIGINAL:

\$249,980.00

August 27, 2015

FROM:

November 19, 2015

REVISED:

\$308,377.73

ORIGINAL: REVISED: ACTUAL:

TO:

December 16, 2015

	SECTION 1.			COST OF COMPLETED WORK TO DATE											
Item	Bock Road Mid-Block Crossine G1.#204-204.00-974.437	ı	(CONTRACT ITEMS (Original)				CT ITEMS	(Revised)	THIS PERIOD			TOTAL TO DATE		
No.	Description of Item	Unit	Quantity	Cost/Unit	Total Ami	Quantity	Cos	:VUnit	Total Amt	Quantity	Amount	%	Quantity	Amount	%
0	Constr. Inspection "Crew Day"	CD ` e	33,00	\$ 640.0	\$ 21,120.00	40.00	\$	640.00	\$ 25,600,00	的原制物的	矩列的中心使 付 数的		37,50	\$ 24,000.00	94%
1	Bonds, Insurance & Mobilization	LS	1,00	\$ 13,000.0	\$ 13,000.00	1.00	\$ 13	00.000,	\$ 13,000,00				1.00	\$ 13,000.00	100%
2	Pre-Construction Audio-Visual	LS	1,00	\$ 1,500.0	\$ 1,500.00	1.00	\$ 1	,500.00	\$ 1,500,00				1.00	\$ 1,500.00	100%
3	Soil Erosion Control Measures	LS	1.00	S 1,000.0	\$ 1,000.00	1.00	\$ 1	,000.00	\$ 1,000,00				1.00	\$ 1,000,00	100%
4	Maintaining Traffic	L,S	1.00	\$ 15,000.0	\$ 15,000.00	1,00	\$ 15	00.000,6	\$ 15,000.00				1.00	\$ 15,000.00	100%
5	HMA Surface Rem, Modified	SY	1137.00	\$ 8.0	\$ 9,096.00	1097.76	\$	8.00	\$ 8,782.08	L			1097.76		100%
6	Sidewalk, Remove	SF	1585.00	S 1.0		1550.50	\$	1.00	\$ 1,550,50				1550.50		100%
7	Conc. Curb and Gutter, Remove	LF	215.00	S 11.0		192.00	\$	11.00	\$ 2,112.00				192.00		100%
88	Cold Milling HMA Surface	SY	4100,00		3 12,300.00	4160.00	\$	3.00	\$ 12,480.00				4160.00	\$ 12,480.00	100%
9	Sewer, Rem, Less than 24-inch	LF	25.00	\$ 16.0	0 \$ 400.00	23,00	\$	16.00					23.00	\$ 368.00	100%
10	Culv, End, Rem, Less than 24"	EA	1.00	\$ 400.0		1.00	\$	400.00	\$ 400.00				1.00	\$ 400.00	100%
11	Excavation, Earth	CY	110.00		0 S 4,400.00	105,00	\$	40,00					105.00	\$ 4,200.00	100%
12	Subgrade Undercul (as needed)	CY	225.00	s 45.0	0 \$ 10,125.00	115.30	\$	45.00					115.30		100%
13	Aggregate Base, 6-Inch	SY	440.00	\$ 12.0	s 5,280.00	243.91	\$	12.00	\$ 2,926,92	ļ.,			243,91	\$ 2,926.92	100%
14	Aggregate Base, 10-inch	SY	1920.00		0 \$ 23,040.00	1517.50	\$		\$ 18,210.00	<u> </u>			1517.50		100%
15	Shoulder, CL II, 4-inch	SY	455.00		0 \$ 3,640.00	672.00	S	8.00					672.00		100%
16	Conc Pavt, Misc, Nonreinf, 8-inch	SY	17.00	\$ 85.0	0 \$ 1.445.00	19,15	\$	85.00					19,15	\$ 1,627.75	100%
17	Conc Curb and Gutter, Modified	LF	376.00	\$ 40.0	0 S 15,040.00	399.00	\$	40.00					399.00		100%
18	Driveway Opening, Conc, Det M	LF	130.00	\$ 35.0	0 S 4,550.00	130.00	\$	35.00					130,00		100%
19	Concrete Spillway	SY	8,00	\$ 75.0		3.10	\$		\$ 232.50				3,10	\$ 232.50	100%
20	HMA Surface Repair	SY	450,00	\$ 31,0	0 \$ 13,950.00	303.39	\$	31.00					303,39		100%
21	HMA, 3C	TON	45.00	\$ 170.0		203.09	\$,,,,,,,	\$ 34,525,30			<u> </u>	203.09		100%
22	HMA, 5E10	TON	490,00	\$ 110.0		572.00	s		\$ 62,920.00				572.00	\$ 62,920.00	100%
23	Corrugated HMA Divider, Depress	LF	225.00	\$ 10.0		168.50	\$	10.00	\$ 1,685,00				168.50		100%
24	Pathway Grading	STA	1.85	\$ 2,000.0	0 \$ 3,700.00	2.17	S 2	00.000.5	\$ 4,340.00			L	2.17	\$ 4,340.00	100%

TOTAL THIS SHEET

\$ 208,216.00

227,339.64

227,339.64

100%



26300 Lee BeGole Dr. Novi, Michigan 48375 Tel: (248) 347-0454 Fax: (248) 735-5659

PROJECT: Beck Road Mid-Block Crossing NOVI PROJECT NO.: 15-5005 PAYMENT NO.: FINAL

	SECTION 1.		,					C	ST C	F COMPLETED	WORK TO	DATE					
Item	Beck Road Mid-Block Crossing, C GL#204-204.00-974.437			CONTRACT ITEMS (Original)				CONTRACT ITEMS (Revised) THIS PERIOD						TOTAL TO DATE			
No.	Description of Item	Unit	Quantity		ost/Unit	Total Amt	Quantity	Cost/Unit		Total Amt	Quantity	Amount	%	Quantity		Amount	%
25	Concrete Curb, Sidewalk	LF	110.00	\$	20,00				00 S					108.60	\$	2,172.00	100%
26	Sidewalk, Conc. 4-Inch	ŞF	1175.00	\$		\$ 6,462.50			50 S					1223.00	\$	6,726.50	100%
27	Sidewalk, Conc. 6-Inch	SF	785.00	\$		\$ 5,887,50			50 \$	7,770,00			L	592.92	\$	4,446.90	100%
28	ADA Detectable Warning Plate	SF	96.00	\$		\$ 1,920.00		\$ 20		2,040.00				102.00	\$	2,040.00	100%
29	Str Rehab Type 2: Cover Adjust	EA	4.00	\$		\$ 1,600.00		\$ 400					<u> </u>	0,00			
30	Str Rehab Type 3: Reconstruct	EA	1.00	\$		\$ 900,00		\$ 900	00 \$	900,000				1.00	\$	900,00	100%
31	Structure Cover, Type A	EA_	2.00	\$	600.00	\$ 1,200.00	0.00	\$ 600	00					0.00			
32	Structure Cover, Type B	EA	2.00	\$	500.00	\$ 1,000.00	0.00	S 500	00					0.00			
33	Structure Cover, Type C	EA	1.00	\$	500,00	\$ 500.00	0.00	\$ 500	00					0.00			
34	12-inch RCP	LF	49.00	\$	50.00	\$ 2,450.00	40.00	\$ 50	00 \$	2,000.00				40.00	\$	2,000.00	100%
35	12-Inch RCP, End Sec, w/bar scm	EA	3.00	\$	1.600.00	\$ 4,800.00	3.00	\$ 1.600	00 \$	4,800.00				3.00	\$	4,800.00	100%
36	Tap Existing Manhole	EA	1.00	\$	300.00	\$ 300.00	1.00	\$ 300	00 \$	300.00				1,00	\$	300.00	100%
37	Ditching	LF	130.00	S	15.00	\$ 1,950.00	119.00	S 15	00 S	1,785.00				119.00	\$	1,785,00	100%
38	Sign, R4-7, Keep Right, Modified	EA	2.00	\$	200.00	\$ 400.00	2.00	\$ 200	00 \$	400.00				2.00	\$	400.00	100%
39	Sign, W16-9P, Ped X-ing Ahead	EA	2,00	S	180,00	\$ 360.00	2.00	\$ 180	00 \$	360.00				2.00	\$	360,00	100%
40	Sign, W11-2, Ped Crossing, Mod	EA	4.00	\$	180.00	\$ 720.00	4.00	\$ 180	00 \$	720.00				4.00	\$	720.00	100%
41	Sign, W16-7P, Left Arrow, Mod	EA	2.00	\$	90.00	\$ 180.00	2.00	\$ 90	00 8	180,00				2.00	s	180,00	100%
42	Post, Steel, 3 Lb, Modified	EA	4,00	S	115.00	\$ 460.00	4.00	\$ 115	00 5	460.00				4.00	s	460,00	100%
43	Perforated Steel Sq Tube Sign	EA	2.00	s	995.00	\$ 1,990.00	2.00	\$ 995	00 8	1,990.00			T	2.00	s	1,990,00	100%
44	Plastic Delineator, Round	EA	8.00	s		\$ 600.00		\$ 75	00 8				1	8.00	s	600,00	100%
45	Pavt Mrkg, Yellow, 4-inch	LF	2595,00	\$	0.55	\$ 1,427,2	2688.00	S 0	55 S	1,478.40			1	2688.00	s	1,478,40	100%
46	Pavt Mrkg, White, 4-inch	LF	1740.00	S	0.55	\$ 957.0	1620.00	\$ 0	55 \$					1620.00	s	891.00	100%
47	Pavi Mrkg, Cross Walk, 12-inch	LF	65.00	s	10.25	s 666.2	65.00		25 \$					65.00	s	666,25	100%
48	Pavt Mrkg, Yellow, 12-Inch	LF	130,00	S		\$ 253.50	119.00		95 5					119.00	s	232.05	100%
49	Restoration	LS	1.00	s	4,580,00	\$ 4,580,0	~{~~~~	\$ 4,580						0.75	s	3,424,92	100%
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TOTAL FROM OTHER SHEET

227,339.64

SUBTOTAL

\$ 206,216.00 \$ 249,980.00

\$ 227,339,64 \$ 263,912.66

263,912.66 100%



26300 Lee BeGole Dr. Novi, Michigan 48375 Tel: (248) 347-0454 Fax: (248) 735-5659

PROJECT: Beck Road Mid-Block Crossing NOVI PROJECT NO.: 15-5005 PAYMENT NO.: FINAL

NEW CONTRACT ITEMS

	SECTION 1.				COST OF COMPLETED WORK TO DATE										
Rem						NEW CONTRACT ITEMS				THIS PERIOD			TOTAL TO DATE		
No.	Description of Item	Unit	Division	GL#	Quantity		Cost/Unit	Total Amt	Quantity	Amount	%	Quantity	Amount	%	
50	Remove Existing Pavt. Mrkgs	LF	0	0	3321.00	\$	0.75	\$ 2,490.75				3321.00	\$ 2,490.75	100%	
	NR Paint 4-inch White	LF		0	4116.00	\$	0.75	S 3,087.00				4116.00	\$ 3,087.00	100%	
	NR Paint 4-inch Yellow	LF		0	5651.00	\$	0.75	\$ 4,238.25				5651.00	\$ 4,238.25	100%	
	Mobilize Earthwork & Paving Crew	LS	0	0	2.00	\$	5,000.00	\$ 10,000.00				2.00	\$ 10,000.00	100%	
54	Pave HMA Hand Patch Full Depth	TON	0 .	ò	16.88	\$	450.00	\$ 7,596.00				16,88	\$ 7,596.00	100%	
55	Temp. Traffic Control & Flagging	LS	0	0	3.00	\$	2,500.00	\$ 7,500.00				3.00	\$ 7,500.00	100%	
56	Signs (35 MPH & Right Turn Only)	EA	0	. 0	3.00	\$	150.00	\$ 450.00				3.00	\$ 450.00	100%	
57	Sign Covers for Conflicts	EA	0	0. 10.	2.00	s	75.00	S 150,00				2.00	\$ 150.00	100%	
58	Sod	SYD	CO 5	, O	422.00	3	13.50	\$ 5,697,00				422.00	\$ 5,697.00	100%	
59	BulkHead, Casting, Riprep	LS	0	0	1.00	\$	2.956.07	\$ 2,956.07				1.00	\$ 2,956.07	100%	
60	Additional Restoration	\$YD	0	0	50.00	s	6.00	\$ 300.00				50.00	s 300.00	100%	
61			0.		0,00	\$		<u>s -</u>				0.00	s -		
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	TOTAL FROM THIS SHEET	г		10-161 1963.	Į.			\$ 44,465.07		\$.			\$ 44,465.07		

TOTAL FROM THIS SHEET TOTAL FROM OTHER SHEETS

\$ 249,980.00 \$ 249,980.00

\$ 263,912.66

263,912.66

GRAND TOTAL

308,377.73

308,377.73 100%



PURCHASE ORDER NO. 94502 26300 Lee BeGole Dr. Novi, Michigan 48375 Tel: (248) 347-0454 Fax: (248) 735-5659

MINUS Retainage: MINUS Retainage: MINUS Inspection "Crew Days": To Date This Pay 0.000 Net Amt. Earned of Contract and Extra Work to Date: \$ 308,377.73 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	
Change Orders: \$ 58,397.73	FINAL
Adjusted Contract Amount to Date: \$ 308,377.73	
Adjusted Contract Amount to Date: \$ 308,377.73	0.00
MINUS Retainage: MINUS Retainage: MINUS Retainage: To Date 37.50 \$ -	6.00
MINUS Inspection "Crew Days": To Date 77.50 \$ \$ \$ \$ \$ \$ \$ \$ \$	1.92 0.19)
Net Amt. Earned of Contract and Extra Work to Date: \$ 308,377.73 \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	•
\$ amount/day = \$600 \$ 308,377.73 \$ \$ ADD Incentive "Crew Days", if under: \$ 1,600.00 TOTAL: \$ 58,354.54 \$ 292,958.84 \$ \$ 292,958.84	•
ADD Incentive "Crew Days", if under: \$ 1,600.00 TOTAL: \$ 58,50 Subtotal: \$ 309,877.73 MINUS Amount of Previous Payments: \$ 292,958.84 1 \$ 64,354.54 2 \$ 43,918.46	•
Subtotal: \$ 309,977.73 MINUS Amount of Previous Payments: \$ 292,958.84 1 \$ 84,354.54 2 \$ 43,918.46	
MINUS Amount of Previous Payments: \$ 292,958.84 1 \$ 64,354.54 2 \$ 43,918.46	7.73
1 \$ 64,354.54 2 \$ 43,918.46	
	3.00 .00
	0.00
6 \$ 27,992.80 Inspection "Crew Days" Used to Date:	7.50
7 \$ Inspection "Crew Days" Remaining:	.50
8 \$	
9 \$ - 10 \$ -	
BALANCE DUE THIS PAYMENT: \$ 17,018.89	



26300 Lee BeGole Dr. Novi, Michigan 48375 Tel: (248) 347-0454 Fax: (248) 735-5659

PROJECT:	Beck Road Mid-Block Crossing	NOVI PI	APPLICA	TION/FOR®	FINALIPAYME	NT .	PAYMENT NO.:	FINAL	
OWNER on a in full all oblig for Payment; listed in or cor	ned CONTRACTOR certifies that: (1) Any previous mount of Work done under the Contract referred allons of CONTRACTOR incorred in connection v(2) title to all Work, materials, and equipment incorred by this Application for Payment will pass to be, claims, security interest, and encumberences	to above ha with Work co exporated in OWNER et	we been applied to di overed by prior Applic said Work of otherwi time of payment free	scharge ations se and		Payment of its recomm		THIS APPLICATION	
acceptable to encumberance	OWNER indemnifying OWNER against any such a); and (3) all Work covered by this Application for occuments and not defective as that term is defin	lein, claim r Payment	security interest, or is in accordance with			Ву:	Aaron J. Staup, Constru	ction Engineering Coordina	tor
Contracted Co	Xuth-	Date:	10/16	/15		Dated:			
By: Print	thorized Signeture KO KANDA ETO Name					Ву:	Brian Coburn, PE., Engl	neering Senior Manager	
Spalding Del	Decker & Associates	Date:	12/17	/2015		Dated:			
Consultant Ar	Aborature ASSAN K. DAHOUZ		the Consultan a new Mainter	t, Also, attached to the nance and Guarante	his Final Payment is a copy	of the Cor	contractor and/or supplier, in dractor's Swom Statement, the final contract price) or a famount.	Consent of Surety, and	

$f ALA^{"}$ Document G707" – 1994

Consent Of Surety to Final Payment

PROJECT: (Name and address)
Beck Road Mid-Block Pedestrian

ARCHITECT'S PROJECT NUMBER:

OWNER: 🛛

Crossing

CONTRACT FOR: Construction

ARCHITECT:

CONTRACTOR:

SURETY: X

TO OWNER: (Name and address) City of Novi

CONTRACT DATED:

OTHER: 🛛

45175 West Ten Mile Road Novi, NI 48375

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the (Insert name and address of Surety)

Great American Insurance Company 11311 Cornell Park Drive, Suite 204 Cincinnati, OH 45242

, SURETY,

on bond of

(Insert name and address of Contractor)

Florence Cement Company 12585 23 Mile Road

Shelby Township, MI 48315

. CONTRACTOR.

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to (Insert name and address of Owner)

City of Novi 45175 West Ten Mile Road Novi, MI 48375

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: December 3, 2015 (Insert in writing the month followed by the numeric date and year.)

Great American Insurance Company

(Signature of authorized representative)

Bond No.: CA 3483450

Holly Nichols, Attorney-in-Fact

(Printed name and title)

Attesf: Whatellith Welf-L (Seal):

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GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET © CINCINNATI, OHIO 45202 © 513-369-5000 © FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SEVEN

No. 0 20468

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

T.R. GUY PAUL M. HURLEY **HOLLY NICHOLS**

Name ANNE M. BARICK MICHAEL D. LECHNER MICHELLE K. BUECHEL

ALL OF TROY, **MICHIGAN**

Limit of Power ALL \$100,000,000.00

ROBERT D. HEUER

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this OCTOBER day of Attest

Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

12TH OCTOBER 2015 , before me personally appeared DAVID C. KITCHIN, to me On this day of known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorsi Notary Public, State of Ohio My Commission Expires 05-18-2020

Susar a Lohoust

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLYED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of surelyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect. day of December , 2015.

Signed and sealed this 19 04

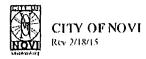


MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Florence Cement Company
hereinafter called the "Principal", and Great American Insurance Company
hereinafter called the "Surety," are held and firmly bound unto
CITY OF NOVI, MICHIGAN
Hereinafter called the "OWNER," as Obligee, for the just and full sum of Three Hundred Eight Thousand Three Hundred Seventy-seven & 73/100(\$308,377.73) for the payment whereof, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
WHEREAS, the above named Principal was awarded a Contract by the OWNER dated the
Beck Road Mid-Block Pedestrian Crossing
AND WHEREAS, this Contract was awarded upon the express condition that the Principal would furnish a <i>one</i> (1) year Maintenance Bond from the date of formal acceptance by the City Council to repair or replace any deficiencies in Labor or Material;
AND WHEREAS, the Principal warrants the workmanship and all materials used in the construction installation, and completion of said project to be of good quality and constructed and completed in a workmanlike manner in accordance with the standards, specifications and requirements of the said job;
NOW, THEREFORE, the condition of this obligation is such that if the above Principal shall replace such defective material and shall repair all defects due to defective workmanship and/or materials that shall occur on or before one (1) year of final acceptance by OWNER through resolution of the City Council, then this obligation shall be void, otherwise to be and remain in full force, effect and virtue.
If the Principal does not correct defects reported in writing by the OWNER to the Principal and Surety by repair or replacement as directed by the OWNER within the time required, which shall not be less than seven (7) days from service of the notice, the OWNER shall have the right to perform or secure the performance of the corrections, with all costs and expenses in doing so, including an administrative fee equal to twenty-five percent (25%) of the repair costs, charged to and to be received from the Principal or Surety.

Emergency repairs that are necessary to protect life and property may be undertaken by the OWNER immediately and without advance notice to the Principal and Surety, with the cost and expense of the

repair, plus the administrative fee, to be charged to and received from the Principal and Surety.



Any repairs the OWNER may perform as provided in this Bond may be by OWNER employees, agents, or independent CONTRACTORS. The OWNER shall not be required to utilize competitive bidding unless otherwise required by applicable law, with labor cost and expense charges when OWNER employees are utilized to be based on the hourly cost to the OWNER of the employee(s) performing the repair.

It is further condition of this Bond that the Principal and Surety shall fully indemnify, defend, and hold the OWNER, its agents and other working on the OWNER'S behalf, harmless from all claims for damages or injuries to persons or property arising from or related to defects in work or materials, the correction of which are covered and guaranteed by this Bond, including claims arising under the worker's compensation laws of the State of Michigan.

	Signed and Sealed this 3rd	day of December	<u>, 2015</u> .
In the Present	ce of:		
WITNESS	n Janu	FLORENCE CEME By: Principal ANGELO S. LAI	NT COMPANY VN1, PRESEDENT
Em	Mamara	Title Great American Inst	urance Company
Dawa	on Valpec	Surety By:	J-idals
mude	ie siech	Title Holly Nichols, 11311 Cornell Park	
CA 3483450		Address of Surety Cincinnati, OH	45242
Bond No.		City	Zip Code

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET CINCINNATI, OHIO 45202 13-369-5000 FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SEVEN

No. 0 20468

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

T.R. GUY PAUL M. HURLEY HOLLY NICHOLS ROBERT D. HEUER ANNE M. BARICK MICHAEL D. LECHNER MICHELLE K. BUECHEL

ALL OF TROY. **MICHIGAN**

Limit of Power ALL \$100,000,000.00

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this OCTOBER day of

Attest

GREAT AMERICAN INSURANCE COMPAN

Assistant Secretary

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (877-377-2405)

On this 12TH day of OCTOBER , 2015 , before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohoret Notary Public, State of Ohio My Commission Expires 05-18-2020

Susar a Lohowst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisonal Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesald officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such afficer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 300

day of December

SWORN STATEMENT

STATE OF MICHIGAN) COUNTY OF MACOMB)									
Doreen Lanni , being sworn, states the following:									
Florence Cement Company, is the contractor for an improvement to the following real property in Oakland County, Michigan,									
described as follows: Novi Pedestrian Crossing - City of Novi, County of Oakland, State of Michigan FCC, Job # 15032 - Contract # NV13-011									
FCC Job # 15032 - Contract # NV13-011									
benefits and withholding contract with the own	ng is a statement of engs is due but unpaid, with ner or lessee of the projection of the projection of the project of the proj	th whom the co operty, and th	ontractor/subcontr	actor has conti	racted/subcontra	icted for perfor	mance under the		
						Amount of	Amount of laborer		
Name of subcontractor,	Type of Improvement	Total contract	Amount already	Amount currently	Balance to complete	laborer wages due	fringe benefits and withholdings due		
supplier or laborer	fumished	price	pald	owing	(optional)	but unpaid	but unpaid		
Cadillac Asphalt	Asphalt		55,097.14	_					
Finishing Touch Photo &	riophait		30,087.14						
Video	Audio Visual Survey		1,020.00	•					
	Concrete Driveways, Sidewalks, Curb &								
GM & Sons	Gutter		34,415,53						
Green Meadows									
Lawnscape Midwest Pavement	Restoration		12,470.92	<u> </u>			_		
Contracting, Inc.	Corrugated HMA Divider		1,668.15						
Shaw Contracting Co.	Milling		3,965,74			,			
P.K. Contracting, Inc.	Pavement Markings		9,452.42						
State Barricades Traffic Control 8,038.21									
ALL WAGES, FRINGES, BENEFITS, TAXES AND WITHHOLDINGS ARE PAID IN FULL. There are no subcontractors and / or suppliers other than those listed above.									
	There are no	Subcontractors		tier tilati tilose i	isted above.		T		
TOTALS	<u> </u>		126,128.11				<u> </u>		
for the improvement of I make thi contractor/subcontractor of construction liens,	ot procured material from the the the sums set forth as statement as or to represent to the owner to represent to the owner the possibility of contaborers that may be pro-	the conti wner or lessee nstruction llens	ractor/subcontrac of the property s, except as sp	tor or a and his or he ecifically set fo	s supplier/su ragents that th orth in this stat	ubcontractor e property is lement and e	of the free from claims xcept for claims		
OR A LABORER WHO	ER OR LEESEE: AN DID THE CLAIM OF A D MAY PROVIDE A NO DB, TO THE DESIGNEE	SUBCONTRA TICE OF FUR	NISHING UNDEF	ER, OR LABOR	RER WHO HA	S PROVIDED NSTRUCTION	A NOTICE OF LIEN ACT 1980		
IF THIS SWORN STATEMENT IS IN REGARD TO A RESIDENTIAL STRUCTURE, ON RECEIPT OF THE SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE, MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, BY TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO IS ENTITLED TO NOTICE OF RECEIPT OF THE SWORN STATEMENT MAKES A REQUEST, THE OWNER, LESSEE, OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITHIN 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.									
	ONENT: A PERSON, W AL PENALTIES AS PRO								
Subscribed and sworn t	o before me on this								
15 th day of	December 2015.		1	ynn A. Dedenb	ach				
Joseph Gay of _	2010.		S	t. Clair County,	State of Michiga				
Notary Public Signature	<u> </u>			•	expires 1/26/201 inty of Macomb,		Michigan		



MY/OUR CONTRACT WITH	Florence Ce	
	(ОТНІ	ER CONTRACTING PARTY)
TO PROVIDE	Asphalt Ma	terials
FOR THE IMPROVEMENT TO THE	PROPERTY DES	CRIBED AS:
Novi Ped Cro	ssing - Beck R	d between 9 Mile & 10 Mile
FLORENC	E JOB #15032 -	CONTRACT #NV13-011
		NG THIS WAIVER, ALL MY/OUR CONSTRUCTION Y ARE HEREBY WAIVED AND RELEASED.
the property or the owner's or lesse or If I/we are not required to provid waiver directly from me/one of us, t	ee's designee has le one, and the ov the owner, lessee	residential structure and if the owner or lessee of received a notice of furnishing from me/one of us wner, lessee, or designee has not received this e, or designee may not rely upon it without one, or personally , to verify that it is authentic.
		Cadillac Asphalt Paving Co.
SIGNED ON: 12-3-15		K. Phellyss (SIGNATURE OF LIEN CLAIMANT).
SIGNED ON: $106-3-15$	NAME:	
	TITLE:	Crodit MgR
		51777 W 12 Mile Rd
		Wixom, MI 48393
	TELEPHONE:	(248)349-8600
	FAX NO.:	(734)449-8488

WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS RETAIN A COPY

12585 23 MILE RD. ● SHELBY TWP, MI 48315 TEL. 586.997.2666 ● FAX. 586.997.3966 PAVEMENT PROVIDERS



MY/OUR CONT	RACT WITH	Florence Cement, Inc.		
		(OTHER	CONTRACTING PARTY)	
TO PROVIDE		Audio Visual Survey		
FOR THE IMPRO	OVEMENT TO THE	E PROPERTY DESC	CRIBED AS:	
	Novi Ped Cro	ossing - Beck Ro	between 9 Mile & 10 Mile	
	FLORENC	CE JOB #15032 -	CONTRACT #NV13-011	
			IG THIS WAIVER, ALL MY/OUR CONSTRUCTION ARE HEREBY WAIVED AND RELEASED.	
the property or to or if I/we are not waiver directly for	the owner's or less trequired to provid om me/one of us,	ee's designee has r de one, and the ow the owner, lessee,	esidential structure and if the owner or lessee of received a notice of furnishing from me/one of us the received this or designee may not rely upon it without ne, or personally, to verify that it is authentic.	
	12/4/15		Finishing Touch Photo & Video (STGNATURE OF LIEN CLAIMANT)	
SIGNED ON:	1614112	. NAME:	U. HUKL29	
بينة بالما والمراجعة الما المراجعة	Parkys	TITLE:	OFFICER	
	\rightarrow	_	25095 25 Mile Road	
			Chesterfield, MI 48051	
/ 11)	TELEPHONE:	(586)749-3340	
		FAX NO.:	(586)749-3340	

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MY/OUR CONTRACT WITH	Florence Ce	ment, Inc.
	•	CONTRACTING PARTY)
TO PROVIDE	Concrete Dr	iveways, Sidewalks, Curb & Gutter
FOR THE IMPROVEMENT TO THE	PROPERTY DESC	CRIBED AS:
Novi Ped Cro	ssing - Beck Ro	between 9 Mile & 10 Mile
FLORENC	E JOB #15032 -	CONTRACT#NV13-011
		IG THIS WAIVER, ALL MY/OUR CONSTRUCTION ARE HEREBY WAIVED AND RELEASED.
the property or the owner's or less or if I/we are not required to provid waiver directly from me/one of us,	ee's designee has a le one, and the ow the owner, lessee;	esidential structure and if the owner or lessee of received a notice of furnishing from me/one of us rier, lessee, or designee has not received this or designee may not rely upon it without n'e, or personally, to verify that it is authentic.
SIGNED ON: 1Z 3 /15	NAME: T(TLE: TELEPHONE: FAX NO.:	GM & Sons (SIGNATURE OF HENGAIMANT) (LM (1 g) 6784 Whitmore Lake Road Whitmore Lake, MI 48189 (734)929-1259 (734)929-1265

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MY/OUR CONT	RACT WITH	Florence Cement, Inc.		
		(ОТН	ER CONTRACTING PARTY)	
TO PROVIDE		Restoration	1	
FOR THE IMPR	OVEMENT TO THE	PROPERTY DES	CRIBED AS:	
	Novi Ped Cros	ssing - Beck P	ld between 9 Mile & 10 Mile	
	FLORENCE	JOB #15032	- CONTRACT #NV13-011	
			NG THIS WAIVER, ALL MY/OUR CONSTRUCTION Y ARE HEREBY WAIVED AND RELEASED.	
the property or to or if I/we are no waiver directly for	the owner's or lesse t required to provide rom me/one of us, t	e's designee has e one, and the o he owner, lesse	residential structure and if the owner or lessee of received a notice of furnishing from me/one of us wher, lessee, or designee has not received this e, or designee may not rely upon it without one, or personally, to verify that it is authentic.	
SIGNED ON:	<u>12-3-15</u>	NAME:_ TITLE: TELEPHONE:	Green Meadows Lawnscape Maron Wellerck Signature of Lien Claimanti Sharon Dellerck Secretary / Treasurer 2359 Avon Industrial Drive Rochester Hills, MI 48309 (586)254-7775	
		FAX NO.:	(586)588-7884	

WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS **RETAIN A COPY**

12585 23 MILE RD. • SHELBY TWP, MI 48315 TEL. 586.997.2666 • FAX. 586.997.3966 PAVEMENT PROVIDERS



MY/OUR CONT	RACT WITH	Florence Ceme	
TO PROVIDE		Corrugated Hi	DITRACTING PARTY) MA Divider
FOR THE IMPRO	OVEMENT TÖ THE PI		
	Novi Ped Cross	ing - Beck Rd b	etween 9 Mile & 10 Mile
	FLORENCE J	IOB #15032 - C	CONTRACT #NV13-011
			THIS WAIVER, ALL MY/OUR CONSTRUCTIO RE HEREBY WAIVED AND RELEASED.
the property or to or if I/we are no waiver directly f	the owner's or lessee' t required to provide rom me/one of us, the	s designee has recone, and the owner, essee, o	dential structure and if the owner or lessee of ceived a notice of furnishing from me/one of user, lessee, or designee has not received this r designee may not rely upon it without e, or personally, to verify that it is authentic.
SIGNED ON:		NAME: TITLE: TELEPHONE:	Midwest Pavement Contracting, Inc. SIGNATURE OF LIEN CLAMANTY David P. McIntyre Project Manager 2530 East Buno Road Milford, MI 48381 (248)684-9443
		FAX NO.:	(248)684-9447

WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS
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12585 23 MILE RD. • SHELBY TWP, MI 48315 TEL. 586.997.2666 • FAX. 586.997.3966
PAVEMENT PROVIDERS

"An Faunt Conortunity Employer"

FLORENCE CEMENT COMP. Fax: 5869973966

Dec 2 2015 16:52

P. 03



FULL UNCONDITIONAL WAIVER

CONTRACTING PARTY)			
RIBED AS:			
between 9 Mile & 10 Mile			
FLORENCE JOB #15032 - CONTRACT #NV13-011			
G THIS WAIVER, ALL MY/OUR CONSTRUCTIO ARE HEREBY WAIVED AND RELEASED.			
isidential structure and if the owner or lessee of eccived a notice of furnishing from me/one of us ner, lessee, or designee has not received this or designee may not rely upon it without ne, or personally, to verify that it is authentic.			
Shaw Contracting Co. Shaw Contracting Co. Shaw			

WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS
RETAIN A:COPY

12585 23 MILE RD.

SHELBY TWP, MI 48915 TEL 586.997.2666 → FAX. 586.997.3966

PAVEMENT PROVIDERS

151255



FULL UNCONDITIONAL WAIVER

MY/OUR CON				
TO PROVIDE		(OTHER CONTRACTING PARTY) Pavement Markings		
FOR THE IMPR	OVEMENT TO THE	PROPERTY DESC	CRIBED AS:	
Novi Ped Crossing - Beck Rd between 9 Mile & 10 Mile				
	FLORENC	E JOB #15032 -	CONTRACT #NV13-011	
			IG THIS WAIVER, ALL MY/OUR CONSTRUCTION ARE HEREBY WAIVED AND RELEASED.	
the property or or if I/we are no waiver directly f	the owner's or lesse at required to provid from me/one of us, t	ee's designee has r le one, and the ow the owner, lessee,	esidential structure and if the owner or lessee of received a notice of furnishing from me/one of us mer, lessee, or designee has not received this or designee may not rely upon it without ne, or personally, to verify that it is authentic.	
			P.K. Contracting, Inc.	
SIGNED ON:	12/3/15	NAME: TITLE:	(SIGNATURE OF LIEN CLAIMANT) Kristen McDonald, Agent	
			1965 Barrett	
		•	Troy, MI 48084	
		TELEPHONE:	(248)362-2130	
		FAX NO.:	(248)362-4969	

WARNING: DO NOT SIGN BLANK OR INCOMPLETE FORMS
RETAIN A COPY

12585 23 MILE RD. • SHELBY TWP, MI 48315 TEL. 586.997,2666 • FAX. 586.997.3966 PAVEMENT PROVIDERS



MY/OUR CON	TRACT WITH	Florence Cement, Inc. (OTHER CONTRACTING PARTY)		
TO PROVIDE		Traffic Control		
FOR THE IMPR	OVEMENT TO THE	PROPERTY DESC	CRIBED AS:	
	Novi Ped Cro	ssing - Beck Ro	between 9 Mile & 10 Mile	
	FLORENC	E JOB #15032 -	CONTRACT #NV13-011	
			IG THIS WAIVER, ALL MY/OUR CONSTRUCTION ARE HEREBY WAIVED AND RELEASED.	
the property or or if I/we are no waiver directly	the owner's or lesse ot required to provid from me/one of us, i	ee's designee has lee one, and the ow the owner, lessee	esidential structure and if the owner or lessee of received a notice of furnishing from me/one of us mer, lessee, or designee has not received this or designee may not rely upon it without one, or personally, to verify that it is authentic.	
			State Barricades	
SIGNED ON:	12-3-15	TITLE:	Vanua Hallum (SIGNATURE OF LIEN GLAMANT) Yanessa Haaley Secretary 24806 Industrial Highway Warren, MI 48089	
		TELEPHONE:	(586)756-8282	
		FAX NO.:	(586)756-8285	

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12585 23 MILE RD. ● SHELBY TWP, MI 48315 TEL. 586.997.2666 ● FAX. 586.997.3966 PAVEMENT PROVIDERS